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13 Attorneys for Plaintiff,  
14 Michael Young

15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA

17 Michael Young,

18 Plaintiff,

19 vs.

20 Synchrony Bank f/k/a GE Capital Retail  
21 Bank d/b/a/ Gap, Inc.,

22 Defendant.  
23  
24

Case No.:

**COMPLAINT FOR DAMAGES**

**FOR VIOLATIONS OF:**

- 1. THE TELEPHONE CONSUMER PROTECTION ACT;**
- 2. THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**

**JURY TRIAL DEMANDED**

1 Plaintiff, Michael Young (hereafter “Plaintiff”), by undersigned counsel, brings  
2 the following complaint against Synchrony Bank f/k/a GE Capital Retail Bank d/b/a/  
3 Gap, Inc. (hereafter “Defendant”) and alleges as follows:  
4

5 **JURISDICTION**

6 1. This action arises out of Defendant’s repeated violations of the  
7 Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (“TCPA”), and repeated  
8 violations of the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788,  
9 *et seq.* (“Rosenthal Act”).  
10

11 2. Jurisdiction of this Court arises under 47 U.S.C. § 227(b)(3), Cal. Civ.  
12 Code 1788.30(f), 28 U.S.C. § 1331 and 28 U.S.C. § 1367.  
13

14 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where  
15 the acts and transactions giving rise to Plaintiff’s action occurred in this district and/or  
16 where Defendant transacts business in this district.  
17

18 **PARTIES**

19 4. Plaintiff is an adult individual residing in Temple City, California, and is  
20 a “person” as defined by 47 U.S.C. § 153(39) and Cal Civ. Code § 1788.2(g).  
21

22 5. Plaintiff is a “debtor” as defined by Cal. Civ. Code § 1788.2(h).  
23

24 6. Defendant is a business entity located in Draper, Utah, and is a “person”  
25 as the term is defined by 47 U.S.C. § 153(39) and Cal Civ. Code § 1788.2(g).  
26

1           7. Defendant, in the ordinary course of business, regularly, on behalf of  
2           itself or others, engages in the collection of consumer debts, and is a “debt collector”  
3  
4           as defined by Cal. Civ. Code § 1788.2(c).

5  
6                           **ALLEGATIONS APPLICABLE TO ALL COUNTS**

7           8. Upon information and belief, a financial obligation was allegedly  
8           incurred by a person who is not a party to this lawsuit (hereafter “Debtor”).  
9

10          9. Plaintiff is not the Debtor, has no location information regarding the  
11          Debtor, and has no responsibility for repayment of Debtor’s debt.

12          10. Debtor’s alleged obligation arises from a transaction in which property,  
13          services or money was acquired on credit primarily for personal, family or household  
14          purposes and is a “consumer debt” as defined by Cal. Civ. Code § 1788.2(f).  
15

16          11. At all times mentioned herein where Defendant communicated with any  
17          person via telephone, such communication was done via Defendant’s agent,  
18          representative or employee.  
19

20          12. At all times mentioned herein, Plaintiff utilized a cellular telephone  
21          service and was assigned the following telephone number: 626-XXX-2151 (hereafter  
22          “Number”).  
23

24          13. Defendant placed calls to Plaintiff’s Number in an attempt to collect a  
25          debt.  
26  
27  
28



1           22. Defendant's telephone system has the earmark of using an ATDS in that  
2 Plaintiff, upon answering calls from Defendant, heard a period of silence prior to the  
3 call dropping.  
4

5           23. Defendant called Plaintiff's Number using an ATDS without Plaintiff's  
6 consent in that Defendant never had Plaintiff's prior express consent to do.  
7

8           24. Alternatively, in the event that Defendant did have prior express consent  
9 to call Plaintiff, such consent was effectively revoked when Plaintiff requested that  
10 Defendant cease all further calls.  
11

12           25. Defendant continued to willfully call Plaintiff's Number using an ATDS,  
13 knowing that it lacked the requisite consent to do so in violation of the TCPA.  
14

15           26. Plaintiff was harmed and suffered damages as a result of Defendant's  
16 actions.  
17

18           27. The TCPA creates a private right of action against persons who violate  
19 the Act. *See* 47 U.S.C. § 227(b)(3).  
20

21           28. As a result of each call made in violation of the TCPA, Plaintiff is  
22 entitled to an award of \$500.00 in statutory damages.  
23

24           29. As a result of each call made knowingly and/or willingly in violation of  
25 the TCPA, Plaintiff may be entitled to an award of treble damages.  
26  
27  
28

**COUNT II**

**VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION  
PRACTICES ACT, Cal. Civ. Code § 1788, et seq.**

30. Plaintiff incorporates by reference all of the above paragraphs of this complaint as though fully stated herein.

31. The Rosenthal Act was passed to prohibit debt collectors from engaging in unfair and deceptive acts and practices in the collection of consumer debts.

32. Defendant caused Plaintiff's telephone to ring repeatedly or continuously to annoy Plaintiff, in violation of Cal. Civ. Code § 1788.11(d).

33. Defendant communicated with Plaintiff with such frequency as to be unreasonable, constituting harassment, in violation of Cal. Civ. Code § 1788.11(e).

34. Plaintiff was harmed and is entitled to damages as a result of Defendant's violations.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendant for:

- A. Statutory damages of \$500.00 for each call determined to be in violation of the TCPA pursuant to 47 U.S.C. § 227(b)(3);
- B. Treble damages for each violation determined to be willful and/or knowing under the TCPA pursuant to 47 U.S.C. § 227(b)(3);
- C. Actual damages pursuant to Cal. Civ. Code § 1788.30(a);

1 D. Statutory damages of \$1,000.00 for knowingly and willfully committing  
2 violations pursuant to Cal. Civ. Code § 1788.30(b);

3  
4 E. Costs of litigation and reasonable attorneys' fees pursuant to Cal. Civ.  
5 Code § 1788.30(c);

6 F. Punitive damages; and

7  
8 G. Such other and further relief as may be just and proper.

9  
10 **TRIAL BY JURY DEMANDED ON ALL COUNTS**

11  
12  
13 DATED: March 15, 2017

TRINETTE G. KENT

14 By: /s/ Trinette G. Kent  
15 Trinette G. Kent, Esq.  
16 Lemberg Law, LLC  
17 Attorney for Plaintiff, Michael Young  
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